

STAFFORD COUNTY SCHOOL BOARD

Agenda Consideration

TOPIC: Strategic Plan Request for Proposals

ITEM NO: 4G

MEETING: December 13, 2005

PREPARED BY:

ACTION DATE:

Andrea Bengier, Ed.D.
Assistant Superintendent for Instruction & Technology
Chris Quinn, Ph.D.
Executive Director for Instructional Services

ACTION REQUESTED BY THE SUPERINTENDENT:

That the Stafford County School Board receives information on the request for proposal for a Strategic Plan and implementation systems for the Stafford County Public Schools.

KEY POINTS:

Stafford County Public Schools is requesting proposals from qualified firms to develop a Strategic Plan that will help sustain growth, accelerate improvement, and provide direction to the school division over the next five years. The central purpose of this strategic planning process is to involve the significant stakeholders in the community and within the school division to review the mission and define a vision, and align both with specific goals, key objectives, and strategies. A complimentary purpose will be to provide a conceptual framework within which the School Board's Annual Goals, each department's annual plan in the central office, and each of the schools' improvement plans are aligned in such a way as to reinforce the mission, vision, goals, key objectives, and strategies of the school division as formulated by this strategic planning process. A central focus will be to identify expected outcomes at a two year benchmark, and then again after five years.

The Virginia Standards of Quality states that each local school board shall adopt a division-wide comprehensive, unified, long-range plan based on data collection, an analysis of data, and how the data will be utilized to improve classroom instruction and student achievement (§ 22.1-253.13:6, Standard 6, Planning and Public Involvement).

As explained in the request for proposal, the strategic plan as developed by the agency that is selected will include the following:

- Summarizing the review of the current mission and the visioning process
- Conducting an environmental scan including a description of the community and academic profile of the school division
- Analyzing the school division's strengths, weaknesses, opportunities, and threats in relationship to the motivation to be the best school division in Virginia
- Defining goals, measurable objectives and strategies
- Developing expected outcomes at a two (2) year benchmark and then after five (5) years

In addition to the strategic plan document, the request for proposal explains that an Implementation Plan is required that describes the roles and responsibilities of individuals to ensure that the Strategic Plan provides a guide for both improvement and accountability.

SCHOOL BOARD GOALS:

Goal 1: Provide educational excellence through instruction that establishes high expectations for all students yet recognizes the unique needs of each learner.

Goal 8: Provide School Board leadership in advocating for adequate funding in support of Stafford County Public Schools.

FUNDING SOURCE: FY06 Operational Budget

AUTHORIZATION REFERENCE: Virginia Standards of Quality

Draft 12/7/05

December 15, 2005

Proposal Invitation

Proposal #xxxxxxx

Sealed, competitive, negotiable proposals (Proposal #xxxxxxx) for a **Strategic Plan and Implementation Tools for Stafford County Public Schools will be accepted until 4:00 P.M., xxxxxxxx, January xx, 2006**, at which time they will be opened in the Purchasing Department, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia, 22554.

Please be observant of all proposal instructions and specifications. Should any questions arise concerning this proposal, contact the Purchasing Department (540) 658-8614.

Stafford County Public Schools reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.

Sherry W. McMillan
Purchasing Officer

SWM:alp

GENERAL INSTRUCTIONS

1. Mail or deliver proposals to the Stafford County Purchasing Department, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia, 22555-0339.
2. Submit one (1) original and ten (10) copies of the proposal before the opening time stated in the Proposal Invitation.
3. All proposals shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, **"Proposal Enclosed" and the number typed or written in the lower left-hand corner.**
4. Stafford County reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.
5. Proposals will be opened promptly at **4:00 P.M., xxxxxxxx, January xx, 2006, in the Purchasing Department**, with attendance limited to the Evaluation Committee. No late proposals will be accepted.
6. The successful offeror or offerors will be notified immediately upon acceptance of their proposal.
7. Proprietary information will not be disclosed during the selection process.
8. Proposals to be binding for ninety (90) days following the proposal opening date.
9. Exceptions to the specifications or general instructions must be in writing and submitted with the proposal form.
10. Comments concerning specifications or other provisions of this contract are welcome and can be received and considered prior to the time set for receipt of proposals.
11. Each proposer is required to state in the proposal, their name and place of residence and the names of all persons interested with him, in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the proposer.
12. Pursuant to Code Section 2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for proposal withdrawal numbered (I), which reads as follows:

"The proposer shall give notice in writing of his claim of right to withdraw his proposal within two (2) business days after the conclusion of the proposal opening procedure."

13. No proposals may be withdrawn after the ultimate closing time set for the receipt of proposals for a period of ninety (90) days, except as provided in Paragraph 12, above.
14. The contractor shall maintain insurance to protect Stafford County Public Schools from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operations by the contractor, or anyone directly or indirectly employed by either contractor or subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County Public Schools against any and all liability for injuries and damages to contractor himself and to contractor's employees, agents, subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this contract.

In addition to any other forms of insurance for bonds required under contracts and specifications pertaining to this project, Stafford County Public Schools shall require any vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$1,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$1,000,000 per occurrence.

Property damage liability insurance shall have limits of \$1,000,000 per occurrence.

15. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4311 or against any offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

16. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Stafford County Public Schools, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

17. Safety

All contractors and subcontractors performing services for the Stafford County Public Schools are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

18. Notice of Required Disability Legislation Compliance

Stafford County Public Schools is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County Public Schools, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Stafford County Public Schools. A copy of these provisions may be obtained from the Purchasing Department upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

20. Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places,

available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

22. Exemption from Taxes

The Stafford County Public Schools is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the school division's tax exempt status will be furnished by the school division on request.

23. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Superintendent.

24. Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Superintendent.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the proposals requiring execution by the firm are to be returned with the proposals.

2. Contract Period and Withdrawal of Proposals

- a. The proposer may withdraw his proposal from consideration if the service proposed was substantially different than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- b. The following is the procedure for withdrawal of proposal:
 - (1) The proposer must give notice in writing of his claim of the right to withdraw his proposal within two (2) business days after the conclusion of the proposal opening procedure.
 - (2) No proposal may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder.
 - (3) No proposer who is permitted to withdraw a proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted, without the approval of the Superintendent. The person or firm to whom the contract was awarded and the withdrawing offeror are jointly liable to Stafford County Public Schools in an amount equal to any compensation paid to, or for the benefit of, the withdrawing proposer without such approval.

3. Miscellaneous Requirements

- a. The Stafford County Public Schools will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward concise delineation of capabilities to satisfy the

requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Consultants who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Executive Director will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful proposer and this RFP will become a part of any contract awarded as a result of these specifications. The successful consultant will be expected to sign a contract with Stafford County Public Schools. Additional terms and provisions will be included in the contract.
- d. The Stafford County Public Schools reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the school division. Firms whose proposals are not accepted will be notified in writing.
- e. The contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the Superintendent.

4. Form of Proposals

Interested firms are cautioned to provide in their proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this proposal.

5. Clarification of Proposals

Stafford County Public Schools reserves the right to contact vendors individually for the purpose of clarifying proposals.

6. Vendor Incurred Costs

Stafford County Public Schools is not liable for any cost incurred by vendors prior to issuance of an agreement, contract or purchase order.

7. Right to Cancellation

Award to the selected vendor will be made under a contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

The vendor must state that its proposal was made without connection with any other person, company or parties making a similar proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for proposal might imply or denote a particular vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the vendor in these situations.

10. Licensing Agreement

Any licensing agreement required by the vendor must be fully described.

11. Proposal Property of Stafford County Public Schools

All proposals submitted in response to this RFP become the property of Stafford County Public Schools. Supporting technical manuals will be returned at the request of the vendor.

12. Confidentiality

All proposals will be available for inspection by interested parties following the final selection date. If a vendor wishes that any parts of his proposal to remain confidential, he should state so clearly.

13. Addenda

Any addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the addenda.

14. Contracting

Upon award of the contract, the RFP and the successful offeror's proposal will become part of the contract. Stafford County Public Schools intends to enter into a contract which best serves the interests of the County and will require the vendor to enter into the County's "STANDARD CONTRACT FOR SERVICES".

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the Superintendent or his authorized representative. The firm shall not comply with requests and/or orders issued by other than the Superintendent's representatives acting within their authority for the school division.

2. Subcontractors

The firm shall identify all proposed subcontractors who will be furnishing services under the terms of his proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime contractor and shall further be subject to approval by the school division.

3. Termination

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by the school division until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for convenience of the school division without the required thirty (30) days advance written notice, then the school division shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by the school division for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address and telephone number of a contact person.

5. Assignment

The contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its

power to execute such agreement to any other person, company or corporation with the previous consent and approval in writing by Stafford County Public Schools.

6. Exceptions

Any and all exceptions to the specification included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the vendor not indicate and explain all exceptions, his proposal may be rejected.

7. Proposal Selection

Contract(s) will be awarded by Stafford County Public Schools to the lowest responsible vendor(s) whose proposal conforms to this Request and is most advantageous to Stafford County Public Schools, price and other factors considered.

STAFFORD COUNTY SCHOOLS STRATEGIC PLAN

SCOPE OF SERVICES

Proposal #xxxxxxx

I. Project Purpose

Stafford County Public Schools is requesting proposals from qualified firms to develop a Strategic Plan that will help sustain growth, accelerate improvement, and provide direction to the school division over the next five years. The central purpose of this strategic planning process is to involve the significant stakeholders in the community and within the school division to review the mission and define a vision, and align both with specific goals, key objectives, and strategies. A complimentary purpose will be to provide a conceptual framework within which the School Board's Annual Goals, each department's annual plan in the central office, and each of the schools' improvement plans are aligned in such a way as to reinforce the mission, vision, goals, key objectives, and strategies of the school division as formulated by this strategic planning process. A central focus will be to identify expected outcomes at a two year benchmark, and then again after five years.

II. Selection Process

The Evaluation Committee will review all proposals, conduct interviews with the firms with the most responsive and responsible responses, and selecting one firm. The school division will initiate negotiations with the selected consultant to develop a detailed scope of work.

III. Cost Estimate

Please provide an estimate of the costs you anticipate to incur in the implementation of the work program. Please note that Stafford County Schools has authorized \$75,000 out of the FY2006 budget for this project. This amount should not be considered the maximum or the minimum.

IV. Schedule

Please include a schedule that identifies an approximate time frame required for the different stages of the project necessary to achieve the requested deliverables.

V. Submittal Requirements

Proposal packages shall include the following:

- A work program to identify method and means by which the proposing firm will perform the "Scope of Services". Additions or changes to the suggested process are acceptable.

- A project timeline outlining dates and specific tasks necessary to complete the project.
- A fee structure based on the services to be provided. Such schedule shall be inclusive of all expenses such as mileage, travel, mailing, printing, etc. In addition, any procedure and fee structure for scope changes, including additional public meetings shall be included.
- One (1) original and ten (10) copies of the proposal package must be submitted.

VI. Evaluation Criteria

Consultants will be evaluated according to the following:

1. Ability of the work program to meet the scope of services. (20 points)
2. Effectiveness of the proposal to facilitate maximum public involvement. (15 points)
3. Proposed cost in relation to the services provided. (10 points)
4. Quality of proposal package submitted. (15 points)
5. Quality and success of comparable projects. (10 points)
6. Understanding the problems and tasks. (10 points)
7. Responsiveness to submission requirements. (10 points)
8. The Evaluation Committee's personal judgment on the Proposer's merit to complete the overall project needs. (10 points)

Stafford County Public Schools reserves the right to reject any or all proposals, and to waive technical or legal deficiencies that it may deem to be in the best interest of Stafford County Public Schools. .

VII. Work Program

Stafford County Public Schools is soliciting proposals to analyze and develop a five-year Strategic Plan for the school division. The following is a listing of required deliverables, potential format for the Strategic Plan, listing of development regulations and other implementation tools potentially affected by the Strategic Plan, and a recommended process to complete the required deliverables.

VIII. Required Deliverables

- I. Strategic Plan, including a text document.

- II. An Implementation Plan that describes the roles and responsibilities of individuals to ensure that the Strategic Plan provides a guide for both improvement and accountability.
- III. Recommendations related to establishing a continuous, on-going planning process

Identify how you will go about accomplishing the listed tasks. Applicants are requested to utilize their professional judgment to be creative and adjust or add tasks where they deem appropriate.

IX. Strategic Plan Format

A. Visioning

This section will produce a vision for Stafford County Schools' future by identifying present strengths and weaknesses, and then defining specific goals, measurable key objectives, and strategies that will make the school division one of the elite school divisions in the Commonwealth of Virginia.

The Stafford County Public Schools will bring together community leaders, representatives of diverse interests, and the general public to work with professional planners to define a vision for the future and frame the important issues. The goal is to produce a plan that includes a mix of sound thinking, public aspirations, and excitement towards the future.

The visioning process will strengthen the plan by meeting the following objectives:

- Create a picture of what the Stafford County Public Schools will look like in the future.
 - Create a plan that fits Stafford County Public Schools specific resources, social, and physical make-up to result in more workable accountable strategies.
 - Create "ownership" of the plan by incorporating strong public involvement.
- B. Document – the Strategic Plan text should include but not be limited to the following sections:
- Summary of the review of the current mission and the visioning process
 - Environmental scan including a description of the community and academic profile of the school division
 - Analyze the school division's strengths, weaknesses, opportunities, and threats in relationship to the motivation to be the best school division in Virginia
 - Define goals
 - Develop measurable objectives
 - Identify strategies

- Develop expected outcomes at a two (2) year benchmark and then after five (5) years

X. Recommended Process

- Kickoff meeting to explain the purpose and process
- Review of current School Board annual goals, departmental goals, and improvement plans in the individual schools
- Document and data review
- School and community focus groups
- Presentation of findings to the Superintendent
- Initial draft of strategic plan
- Construct final strategic plan
- Public review of strategic plan
- Final deliverables

XI. Additional Information

Questions regarding the Scope of Services should be directed to in writing to:
Chris Quinn, Ph.D.
Stafford County Public Schools
Department of Instruction
31 Stafford Avenue
Stafford, VA 22554
(540) 658-6683

XII. Miscellaneous Requirements

- A. Stafford County Public Schools shall not be responsible for any expenses incurred by a contractor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. The contents of the proposal submitted by the successful contractor and these specifications shall become part of any contract awarded as a result of these specifications. The successful contractor will be expected to sign a Standard Contract for Services with the school division. Additional terms and provisions shall be included in the contract.
- C. The school division reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the school division. Contractors whose proposals are not accepted will be notified in writing.

- D. Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contractor its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the school division.
- E. Proposals shall provide that the contractor holds the school division and representatives thereof harmless from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, bylaw, ordinance, regulation, or decree.

XIII. Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for the opening.
- B. Proposals may be withdrawn on written request from the contractor at the address shown in the solicitation prior to the time of opening.
- C. Negligence on the part of the contractor in preparing the proposal confers no right of withdrawal after the time fixed for the opening of the proposals.

XIV. Termination

The Stafford County Schools may terminate the agreement upon violation of conditions contained in the Standard Contract for Services. Upon termination, the contractor shall be paid only for authorized services rendered to the date of termination.

XV. Award of Contract

After evaluation of the proposals received in response to the RFP, representatives from Stafford County Public Schools shall engage in individual discussions and interviews with two (2) or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Section 2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in Section VI and the

information provided and developed in the selection process to this point, the committee shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Proposer ranked first. If a satisfactory contract and one that is advantageous to Stafford County Public Schools can be negotiated at a fee considered fair and reasonable, the award shall be made to the Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable fee. Should the committee determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Proposer.

**REQUEST FOR PROPOSALS
STRATEGIC PLAN
STAFFORD COUNTY, VIRGINIA**

PROPOSAL #xxxxxxx

Company Name: _____

Address: _____

Telephone Number: _____ Fax: _____

Email: _____

Name and Title of Person Submitting Proposal: _____

Signature: _____

Print Name: _____

1	Very Poor	6	
2		7	Good
3		8	
4		9	Excellent
5	Fair	10	

PROPOSAL EVALUATION

RFP NUMBER: #xxxxxxx

PROJECT DESCRIPTION: _____

COMPANY: _____

Evaluation Committee:

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Description	Weight	Score	=	Total Score
1. Ability or work program to meet the scope Services	20	_____		_____
2. Effectiveness of the proposal to meet the Scope of Services	15	_____		_____
3. Proposed cost in relation to the services provided	10	_____		_____
4. Quality of proposal package submitted.	15	_____		_____
5. Quality of success of comparable projects	10	_____		_____
6. Understanding of problems and tasks.	10	_____		_____
7. Responsiveness to submission requirements	10	_____		_____
6. Evaluation Committee's personal judgment on Proposer's merit to complete the overall project Needs	10	_____		_____
	Total			

Date Completed: _____

REFERENCE LIST

Each proposer is required to state similar work experience in the space provided below. Give references and other detailed information that will help the school division to judge the proposer's responsibility, experience, skill, and financial standing. Proposals from inexperienced contractors will not be considered.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from proposing on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from proposing on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

RE: STATEMENT OF DISCLAIMER

This is to certify that no employee, official, or elected officer of the Stafford County Schools has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services or stands to benefit personally from the furnishing of such goods or services as referenced above.

Firm: _____

By: _____(SEAL)

_____(SEAL)

Attest:

Secretary

Date

STATE OF VIRGINIA: To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that _____

_____ whose name(s) is (are) signed to the foregoing statement bearing

date of _____ 20____, this day personally appeared before me in the State

aforesaid and acknowledge the same before me.

GIVEN under my hand and seal this ____ day of _____, 20 ____ .

Notary Public

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, orders and regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed fifty (50) employees.
- (b) gross annual income does not exceed \$2 million.
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- a. The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of 51 percent or more of such an enterprise.
- b. A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE) : _____

**STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this ____ day of _____, 20____, by and between the Stafford County School Board, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "County" shall mean the Stafford County School Board, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____. (If this line is blank, the County shall mean the Stafford County School Board).

(b) As used in this Contract, the term "Contractor" shall mean:

_____.

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. Time and Essence.

Time shall be of the essence in this Contract, except where it is herein

specifically provided to the contrary.

5. County Obligations.

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. Termination for Convenience of the County.

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

☐ 13. **Warranties:**

☐ 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. **Nondiscrimination.**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision.

Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized
Representative

Title

Revised 9/20/01